

Electronically Filed: April 9, 2013

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9           **UNITED STATES BANKRUPTCY COURT**

10           **DISTRICT OF NEVADA**

11           In re:

12           RODEO CREEK GOLD INC.,

- 14            Affects this Debtor
- 15            Affects all Debtors
- 16            Affects Hollister Venture Corporation
- 16            Affects Touchstone Resources Company
- 16            Affects Antler Peak Gold, Inc.

Case No.: 13-50301-MKN  
 Chapter 11

Joint Administration with:  
 13-50302; 13-50303; 13-50304

**OBJECTION TO PROPOSED CURE  
 AMOUNT**

Hearing Date: May 2, 2013  
 Hearing Time: 1:30 p.m. Pacific Time  
 Courtroom: 2

19  
 20           Franco-Nevada U.S. Corporation (“**Franco-Nevada**”), by and through its counsel of  
 21 record, hereby files its objection to the cure amount proposed within the *Notice of Possible Sale,*  
 22 *Assumption, and Assignment of Certain Unexpired Leases and Executory Contracts and Sale*  
 23 *Hearing* (the “**Notice**”). ECF No. 121.

24           As stated in Franco-Nevada’s *Reservation of Rights Regarding Debtors’ Motion to Sell*  
 25 *Assets*, ECF No. 51, and in Franco-Nevada’s *Limited Opposition to Debtors’ Motion for Entry of*  
 26 *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash*  
 27 *Collateral, and (C) Grant Lien, Including Priming Liens and Superpriority Claims and (II)*

*Granting Adequate Protection*, ECF No. 163, Franco-Nevada asserts that its landowner's royalty stands as a separate property interest which is not part of the Debtors' bankruptcy estates. As such, Franco-Nevada's Landowner's Royalty is not an executory contract which may be rejected, cured, assumed, assigned, or affected in any way by these bankruptcy proceedings. The arguments made within the above-referenced pleadings are incorporated herein by this reference.

Furthermore, according to the Notice, the Debtors propose to pay Franco-Nevada \$617,836.00 to cure the Debtors' defaults in royalty payments owed to Franco-Nevada. Should the Court find that Franco-Nevada's interest is not an executory contract, Franco-Nevada objects to the proposed cure amount, and asserts that, while currently undetermined, the appropriate cure amount is the subject of the dispute between the Debtors and Franco-Nevada and will be determined by the Court during the course of these proceedings.

Dated this 9th day of April, 2013.

Respectfully submitted by:

LIONEL SAWYER & COLLINS

By: /s/ Jennifer A. Smith  
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